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Attorneys for Plaintiffs
VIESTE, LLC and VIESTE DEVELOPMENT, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

- (1) VIESTE, LLC, an Indiana corporation; and
- (2) VIESTE DEVELOPMENT, LLC; an Indiana corporation,

CASE No. C09-04024 JSW (DMR)

Plaintiffs,
vs.
(1) HILL REDWOOD DEVELOPMENT,
LTD., a British Virgin Islands corporation;
(2) HILL INTERNATIONAL, INC., a
Delaware corporation;
(3) HILL INTERNATIONAL
DEVELOPMENT LTD., A British Virgin
Islands corporation;
(4) REDWOOD CAPITAL ADVISORS, LLC,
a Delaware corporation;
(5) STEPHEN GOODMAN, individually; and
(6) S. DICK SARGON, individually;
Defendants.

**STIPULATION AND PROPOSED
ORDER REGARDING NON-
WAIVER AGREEMENT
PURSUANT TO FED. R. EVID.
502**

AND RELATED CROSS-CLAIMS.

1 For good cause as detailed below, subject to the Court's approval, and to avoid
2 unnecessary discovery motion practice, the undersigned parties hereby stipulate and agree
3 Plaintiffs may produce attorney invoices requested by Defendants pertaining to legal work
4 performed by Vieste's counsel on the projects in Xalapa, Mexico, Metropolis, Illinois and
5 Aguascalientes Mexico without waiving privilege or work product with respect to the subject
6 matter of the documents.

7 **WHEREAS:**

8 1. Defendants have asked Plaintiffs to produce project-related invoices and
9 billing statements provided to Plaintiffs from the law firm of Drinker Biddle & Reath, LLP.

10 2. Plaintiffs have produced some of the requested documents in redacted form,
11 asserting an attorney-client privilege.

12 3. On February 22, 2011, Defendants filed a motion to compel the production of
13 the Drinker Biddle & Reath, LLC invoices.

14 4. On March 3, 2011, at the Court's direction, the parties conferred in an attempt
15 to resolve their pending discovery disputes. To reach compromise, Plaintiffs agreed to
16 produce DBR invoices relating to the projects at issue in this case provided Defendants
17 agreed Plaintiffs' production would not be deemed a waiver of any applicable privilege,
18 including a subject-matter waiver.

19 5. The parties agree Plaintiffs' production of the DBR invoices does not constitute a subject matter or other waiver of privilege or work product protection as to other
20 documents or information.

22 6. Further the parties agree that they will not argue waiver of privilege or work
23 product protection of other documents or information based on documents produced.

24 7. The parties understand that pursuant to Federal Rule of Evidence 502, a
25 Federal Court may order that privilege or protection is not waived by disclosure in
26 connection with the litigation before the court and that the disclosure is not a waiver in any
27 other Federal or State proceeding. Accordingly, the parties hereby agree and stipulate the

1 production by Plaintiffs of privileged and work material in this case is not a waiver in this or
2 any other Federal or State proceeding.

3 8. The parties agree that this Court should enter an order memorializing their
4 agreement.

5 **WHEREFORE, THE PARTIES STIPULATE AS FOLLOWS:**

- 6 1. Plaintiffs' production of the DBR invoices does not constitute a subject matter
7 or other waiver of privilege or work product protection as to other documents
8 or information,
- 9 2. The parties will not argue waiver of privilege or work product protection of
10 other documents or information based on documents produced.
- 11 3. Pursuant to Federal Rule of Evidence 502, the parties ask the Court to enter
12 this stipulation and order so that Plaintiffs' privilege or protection is not
13 waived by disclosure in connection with the litigation before the court and that
14 the disclosure is not a waiver in any other Federal or State proceeding.

15
16 **IT IS SO STIPULATED**

17 DATED: March 18, 2011.

18
19 Respectfully submitted,

20 
21 PATRICIA L. PEDEN
22 LAW OFFICE OF PATRICIA L. PEDEN

23 Attorneys for Plaintiffs and Counter-
24 Defendants and Compulsory-counterclaim
25 Plaintiffs
26 VIESTE, LLC and VIESTE
27 DEVELOPMENT, LLC

[Handwritten signature]

JASON GELLER
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Attorneys for Defendants and
Counterclaimants
HILL REDWOOD DEVELOPMENT,
LTD., HILL INTERNATIONAL, INC.,
HILL INTERNATIONAL
DEVELOPMENT, LTD., REDWOOD
CAPITAL ADVISORS, LLC, and
Defendants STEPHEN GOODMAN, AND
S. DICK SARGON and compulsory
counterclaims defendants, including Steven
E. Fishman.

ORDER

Good cause appearing for the stipulated relief requested above, the Court hereby orders as follows:

Plaintiffs' production of Drinker Biddle & Reath invoices, billing statements, and related documents does not constitute a subject matter or other waiver of privilege or work product protection as to other documents or information. The parties will not be permitted to argue waiver of privilege or work product protection of other documents or information based on documents produced. Pursuant to Federal Rule of Evidence 502, it is ordered that Plaintiffs' privilege or protection is not waived in any other federal or state proceeding by virtue of disclosure in connection with the litigation before this court.

IT IS SO ORDERED.

Dated: 3/23/2011



Hon. DONNA M. RYU
United States Magistrate Judge